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SETTLEMENT AGREEMENT

BETWEEN

THE CITY OF ALEXANDRIA, VIRGINIA

AND

THE UNITED STATES DEPARTMENT OF TRANSPORTATION

On January 30, 1998 the City of Alexandria, Virginia, ("Alexandria" or the "City") filed an action (City of Alexandria v. Slater et al. , Civil Action No. 98-0251-SS (D.D.C.) or the "Action") in the United States District Court for the District of Columbia against Rodney E. Slater, Secretary, United States Department of Transportation; Kenneth R. Wykle, Administrator, Federal Highway Administration; and the Federal Highway Administration, defendants, referred to herein collectively as the "Department of Transportation";

25, 1997 Record of Decision approving the replacement of the Woodrow Wilson Memorial Bridge and sought to enjoin the Project¹ on various grounds asserted in an amended complaint filed by Alexandria. Alexandria has proposed to further amend that complaint and/or to file a further lawsuit against the Department of Transportation and others to assert additional grounds for enjoining the Project;

Both Alexandria and the Department of Transportation acknowledge the need for a replacement for the current Woodrow Wilson Memorial Bridge, the need to move expeditiously to replace the bridge, the need to address the concerns of the City regarding historic preservation and environmental protection and the need to reduce to the extent feasible the effects of the Project on the City and its citizens.

Alexandria and the Department of Transportation believe that it is mutually desirable to resolve these matters through settlement and to that end enter into this Settlement Agreement in order to compromise all of the claims asserted by Alexandria in the Action and those claims that Alexandria may have arising out of or relating to the November 25, 1997 Record of Decision and the Project that could have been asserted on or before the date this Settlement Agreement was signed.

The terms and conditions of this Settlement Agreement have been discussed with the Commonwealth of Virginia and the State of Maryland and each of these jurisdictions has agreed to the incorporation of the Settlement Agreement and its terms

¹ The term "Project," when used herein refers to the upgrading or replacement of the Woodrow Wilson Memorial Bridge and the construction of a new bridge over the Potomac River corridor between

and conditions into any project agreements, authorizations or approvals for any design, construction and implementation of the Project.

This settlement is entered into in order to address the mutual needs and interests of Alexandria and the Department of Transportation, including their interest in avoiding the uncertainty of further litigation, but without conceding in any way the validity of any claim or defense asserted or which might be asserted by either of said parties with regard to the Project.

WHEREFORE, in consideration of the foregoing, the City of Alexandria and the United States Department of Transportation do hereby agree to the following:

Terms and Conditions of Settlement

1. Eisenhower Avenue Access. In the event (i) a Woodrow Wilson replacement bridge crossing with a capacity of 12 lanes, (ii) the portion of the Capital Beltway in Alexandria between Royal Street and Route 1 with a capacity of 12 lanes, and (iii) a modification to the interchange at Route 1 to accommodate the expanded roadway referenced in clause (ii) are constructed, then, just to the west of Route 1 interchange, direct access will be designed and will be constructed concurrently with the Project construction in the area (a) to Eisenhower Avenue from the inner loop of the Capital Beltway, and (b) from Eisenhower Avenue to the Beltway's outer loop.

2. Church Street Ramp.

(a) A study of the impacts of eliminating entirely a Church Street exit ramp from the Project will be conducted.

(b) After the study results are reviewed and the views of the City, the Project's Route 1 Stakeholder Panel and other interested parties are considered, a decision on the elimination of a Church Street exit ramp will be made by the Commonwealth of Virginia Transportation Board pursuant to the Virginia Department of Transportation's ("VDOT") process for the adoption or rejection of design features of transportation facilities.

(c) In the event it is decided that an exit ramp to Church Street will not be eliminated from the Project, the following will occur:

1. The Church Street exit ramp will be designed and constructed in its current alignment, except to the extent the obligations under paragraphs 2(c) 2 and 2(c) 3 require a modification to that alignment.

2. The Church Street exit ramp will be designed and constructed in a manner that prevents vehicles using the ramp from entering the residential

3. The area between Church Street and the Beltway (including, therefore, the areas between the Mobil station and the office parcel adjacent to the station and the urban deck, and between Church Street (to the west of the current exit ramp) and the Beltway) will be designed to:

a. Include reasonable measures to integrate the neighborhood to the north of Church Street with the urban deck, including but not necessarily limited to filling and re-grading the area, providing pedestrian access from the neighborhood to the deck, and providing substantial landscaping within the area; and

b. Accommodate a reasonable number of parking spaces for users of the urban deck; and

c. Provide a fitting memorial to Freedmen's Cemetery;

and such measures, parking spaces and memorial will be constructed concurrently with the Project construction in the area.

3. Urban Deck/GW Parkway/Jones Point Park. Development of the surface of the urban deck (e.g., uses, design, materials), redevelopment of the approaches to the City along the George Washington Parkway south of and leading to the deck, and

with the design programs for the urban deck, Parkway approaches and Jones Point Park, as shown on the documents entitled "Design Program for Jones Point Park North Section," "Design Program for Jones Point Park South Section," and "Design Program for Proposed Urban Deck and Gateway Concept" (attached hereto as Exhibits A, Exhibit B and Exhibit C, respectively), and (ii) will be constructed concurrently with the Project construction in these areas; provided, that these design programs are subject to modifications made subsequent to this Agreement which are approved by VDOT, the City of Alexandria and the National Park Service, and to minor modifications made subsequent to this Agreement which are required by Project-related design or engineering issues and are approved by VDOT.

4. Project Width

(a) The width of the Woodrow Wilson replacement bridge crossing from the area west of Rosalie Island to the area just to the east of Royal Street, as measured from the southern edge of the crossing's outer loop to the northern edge of the bike/pedestrian facility along the crossing's inner loop but excluding the bike/pedestrian facility, any control tower on the crossing and the open distance between the two crossing spans, will be reduced to the maximum extent feasible and, in no event, shall exceed 212 feet. Notwithstanding the provisions of this subparagraph (a), the width of the crossing from Rosalie Island to Royal Street may be modified to the extent necessary to enable the crossing to accommodate the future construction of rail transit in place of

the crossing's HOV lanes; provided, that in the event rail transit is constructed, the crossing will not be used for more than 10 lanes of vehicular traffic.

(b) As part of the Project, (i) no permanent physical structures (including roadway pavement, retaining walls and noise barriers) will be constructed in the area between the Potomac River and the eastern edge of Route 1, as it currently passes over the Capital Beltway, to the north of the pavement of the current Capital Beltway, except to the extent required to meet the obligations in paragraph 2(c) and/or to accommodate the inner loop exit ramp to northbound Route 1, and (ii) the construction of physical structures to the west of Route 1, on property now occupied by the Lee Recreation Center, will be reduced to the maximum extent feasible.

(c) The width of the Project roadway in Alexandria to the west of Royal Street will be narrowed to the maximum extent feasible.

5. Project Features. The following Project features will be retained and constructed: (i) the feature that provides access, at the Route 1 interchange, for southbound Route 1 traffic to both the Capital Beltway outer loop express lanes and the Capital Beltway outer loop local lanes; (ii) the feature that has the replacement bridge crossing's outer loop merge lane starting at the point the feature described in clause (i) delivers traffic to the outer loop's local lanes; and (iii) the feature that provides an exit, near the I-295 interchange, from the replacement bridge crossing's outer loop express lanes to Route

6. Study of Southern River Crossing. The United States Department of Transportation will support a study of (i) the feasibility of a new Potomac River crossing, located to the south of the Woodrow Wilson Bridge, and (ii) the locations where such a crossing would appropriately be located. The Department of Transportation itself will conduct the study if expressly authorized and funded by law.

7. The Department of Transportation will make the provisions of paragraphs one through five herein, as well as this Settlement Agreement, a part of the Department of Transportation's funding commitments and approvals for the Project. The provisions of paragraphs one through five herein and this Settlement Agreement will be incorporated in any project agreement for the Project and in any authorization or approval made pursuant to 23 CFR Part 630, including Federal-Aid Project Authorization (Subpart A); Plans, Specifications and Estimates (Subpart B); and Project Agreements (Subpart C) that are required to carry out the Project. The Department of Transportation will ensure that each of the respective jurisdictions, including the Commonwealth of Virginia, the State of Maryland and the District of Columbia, that is responsible for the design, construction and/or implementation of the Project, or any parts thereof, carries out or causes to be carried out the provisions of this Settlement Agreement.

8. In the event Alexandria concludes that any provision of paragraphs one through six of this Settlement Agreement have not been complied with, the City will provide

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written notice to the Department of Transportation's General Counsel describing the provision that has not been complied with and the particulars of the alleged non-compliance and further, will provide the Department of Transportation with a reasonable opportunity to resolve the matter before resorting to any other remedies it may have. The Department of Transportation will promptly determine and advise the City in writing of its conclusions, and the basis therefor, as to the alleged non-compliance. If the Department of Transportation determines that non-compliance has occurred, then it will also inform the City of the measures that will be taken to achieve compliance.

9. In order to compromise all of the claims asserted by the City in the Action and those claims that the City may now have arising out of or relating to the November 25, 1997 Record of Decision and the Project that could have been asserted by Alexandria, the City agrees to voluntarily dismiss with prejudice all of its claims in City of Alexandria v. Slater, Civil Action No. 98-0251-SS (D.D.C.). Further, the City hereby releases the United States and all of its agencies, instrumentalities, subdivisions and officers from all claims arising out of or relating to the November 25, 1997 Record of Decision and the Project that the City could have asserted on or before the date this Settlement Agreement was signed.

10. Nothing in this Settlement Agreement shall prohibit the City from asserting against the United States or any of its agencies, instrumentalities, subdivisions or

officers, any claims arising out of or relating to the November 25, 1997 Record of Decision and the Project that arise after the date that this Settlement Agreement is signed. Further, nothing in this Settlement Agreement shall prohibit the City or the Department of Transportation from enforcing, in appropriate circumstances, the provisions of this Agreement.

11. Nothing in this Settlement Agreement shall be construed or offered in evidence in the Action or any other proceeding as an admission or concession of wrongdoing or liability concerning the claims settled under this Agreement. The Department of Transportation does not hereby waive any defenses it may have concerning the claims settled under this Agreement.

12. This Settlement Agreement is executed solely for the purpose of compromising and settling the matters described herein. Nothing herein shall be construed as precedent in any other context, nor shall this Settlement Agreement confer any benefits or rights upon any persons not parties to this Agreement.

13. The parties agree that they will use their best efforts to carry out this Settlement Agreement. This Settlement Agreement shall be subject to and carried out in accordance with applicable federal law.

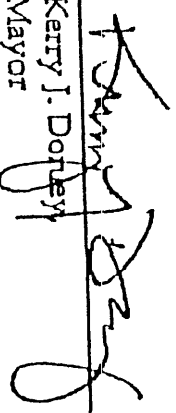
14. Each party to this Settlement Agreement shall bear its own costs and attorneys' fees with respect to the Action and all of the claims settled by this Agreement.


15. This Settlement Agreement consists of the signed Agreement itself and Exhibits A, B and C, which are attached hereto and made a part hereof. These documents constitute the entire agreement between the City of Alexandria and the Department of Transportation with respect to the matters covered by this Settlement Agreement.

Agreed to by:

City of Alexandria, a municipal
Corporation of Virginia

The United States Department of
Transportation and the Federal
Highway Administration

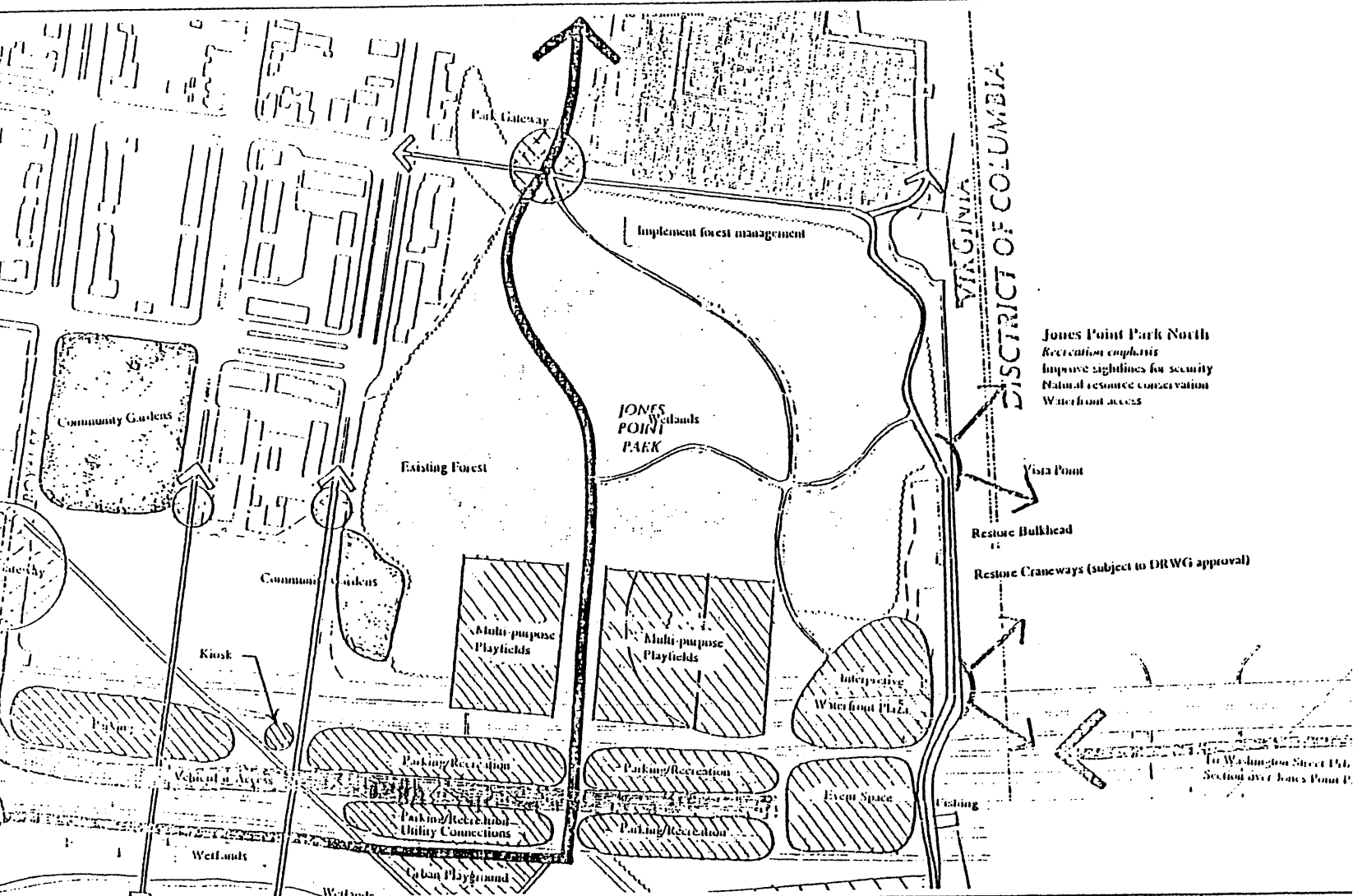

Kerry J. Dorley
Mayor


Kenneth R. Wykle
Administrator
Federal Highway Administration

Dated: 3/1/99

Dated: 3-1-89

EXHIBITS



Note:
Where applicable, items are subject to Section 404 Permit approval.



Federal Highway
Administration



Virginia Department
of Transportation



Maryland
State Highway Administration



DC Department of
Public Works

WOODROW WILSON

DESIGN PROJECT

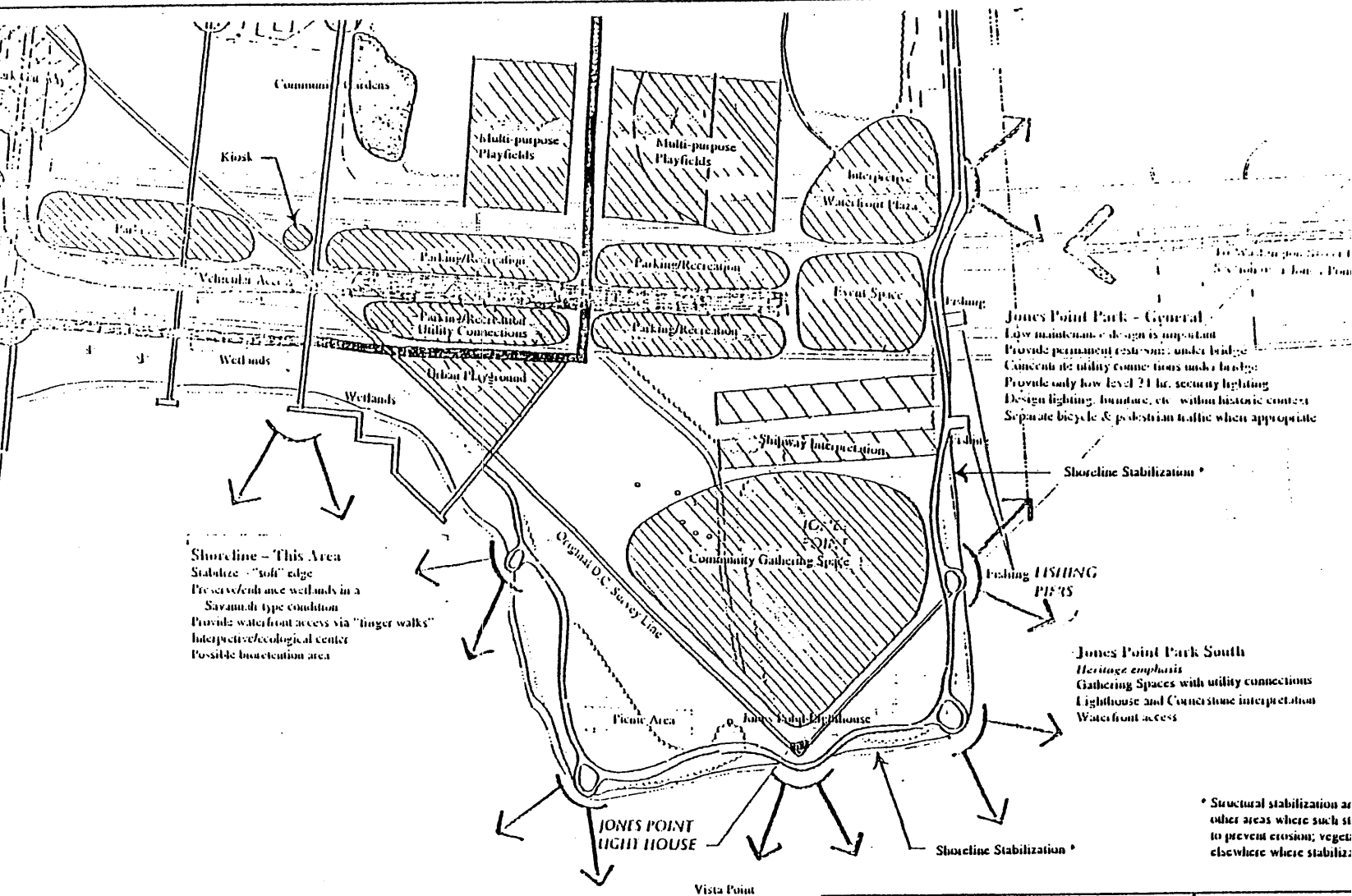
JONES POINT

NORTH

ALEXANDRIA

EXHIBIT

Date: January 1999



Note:
Where applicable, items are subject to Section 404 Permit approval.



WOODROW WILSON
 DESIGN PROJECT
 JONES POINT
 SOUTH SIDE
 ALEXANDRIA
 EXHIBIT
 Date: January 1999

